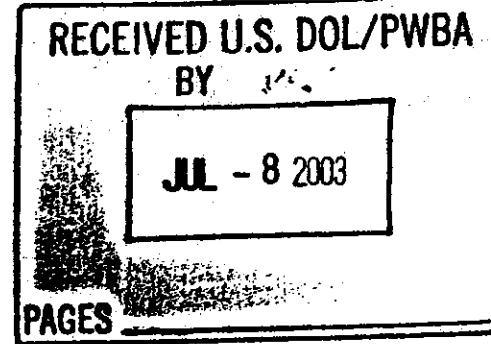


ATTACHMENT A

ndi
STORE FIXTURES
SIGNS & GRAPHICS

**SUMMARY PLAN DESCRIPTION
FOR PARTICIPANTS OF THE
NORTHEAST DISPLAY, INC.
401(K) SAVINGS AND INVESTMENT PLAN**



NORTHEAST
DISPLAY,
INC.

1075
SOUTHBRIDGE
STREET

WORCESTER,
MA
01610-2236

TEL (508) 752-5121
FAX (508) 831-9980

OCTOBER, 1994

Northeast Display, Inc. 401(k) Savings and Investment Plan

Table of Contents

<u>Section</u>	<u>Page</u>
1. Introduction.....	1
2. Who is Eligible for the Plan?.....	1
3. How Do I Become a Member of the Plan?.....	1
4. How Do I Earn Service for Purposes of the Plan?.....	1
5. May I Make Elective Pre-Tax 401(k) Contributions to the Plan?.....	2
6. Will the Company Make Any Contributions to the Plan?.....	2
7. May I Make Voluntary After-Tax Contributions to the Plan?.....	3
8. Will the Plan Accept Rollover Contributions?.....	4
9. What Happens to My Contributions?.....	4
10. How Do I Know How Much Is in My Accounts?.....	5
11. What Are My Benefits at Retirement?.....	5
12. What Happens to My Accounts if I Die?.....	5
13. What Happens if I Become Disabled?.....	5
14. How Do I Name My Beneficiary?.....	6
15. What if I Leave the Company Before I Retire?.....	6
16. What Is a One Year Break in Service?.....	7
17. How Will Benefits Under the Plan Be Paid?.....	8
18. May I Make Withdrawals While I Am Working?.....	8
19. Are Loans Available Under the Plan?.....	9
20. May I Purchase Life Insurance Under the Plan?.....	10
21. What Happens if the Plan Becomes Top-Heavy?.....	11
22. What Else Do I Need to Know About the Plan?.....	11
23. What Is the Procedure for Review of Claims Which are Denied?.....	11
24. What Happens if the Plan Terminates?.....	12
25. What Are My Rights Under ERISA?.....	13
26. General Information.....	13
	15

Northeast Display, Inc. 401(k) Savings and Investment Plan

1. Introduction

The Northeast Display, Inc. 401(k) Savings and Investment Plan is designed to give you the opportunity to accumulate tax-favored savings by means of payroll deduction and to provide you with retirement and other benefits. The Plan is also intended to allow you and other eligible employees to share in the profits of the Company. The Plan was originally adopted by the Company to be effective as of January 1, 1994, with elective employee pre-tax contributions beginning in 1995. The Plan may be amended from time to time by the Company.

This Summary Plan Description ("SPD") booklet gives you a general outline of the major features of the Plan. It also explains your rights and obligations as a member of the Plan. If there is any conflict between the wording of this description of the Plan and the official Plan document, the terms and conditions of the Plan document will apply. A copy of the Plan document is available for your inspection at Northeast Display, Inc., 1075 Southbridge Street, Worcester, MA 01610, during normal business hours. You may obtain a copy of the Plan upon request.

Please read this SPD carefully so you will understand how the Plan works for you. If you have any questions, you should contact the Plan Administrator.

2. Who is Eligible for the Plan?

Any employee who is employed by Northeast Display, Inc. is eligible to participate in the Plan.

3. How Do I Become a Member of the Plan?

You will become a member of the Plan as follows:

- You will become a member of the 401(k) Plan on the first day of the calendar quarter (January 1, April 1, July 1, or October 1) coincident with or following the date you have attained age 21 and have completed one Year of Service (see Question 4).

Once you have met the above requirements and officially become a member of the 401(k) Savings and Investment Plan, you will be eligible to:

- Make elective pre-tax 401(k) contributions,
- Share in the Company matching contributions, if any,

- Share in any discretionary Company profit sharing contributions, if any, and
- Make rollover contributions to the Plan.

When you become eligible to participate in the Plan, you will be asked to complete an Enrollment Form to indicate your level of elective contributions and to make your investment selections. The Enrollment Form also allows you to name your beneficiary by completing a section entitled Beneficiary Designation. (See Question 14 for more information on choosing your beneficiary).

4. How Do I Earn Service for Purposes of the Plan?

Eligibility

For purposes of joining the Plan (see Question 3), you complete one Year of Service when you complete at least 1,000 Hours of Service during the 12 month period which begins on the date you are first employed or reemployed, or during any following Plan Year period.

Vesting

For purposes of determining your vested percentage under the Plan (see Question 15), you earn one Year of Service for each Plan Year during which you complete 1,000 or more Hours of Service. All years of employment are used for determining your vesting, including years prior to 1994 which were before the date of the start of this Plan.

Hours of Service

Hours of Service are used by the Plan to determine whether you have earned credit for plan eligibility and for vesting. An Hour of Service is any hour for which you are paid directly or indirectly by the Company, including paid holidays, vacations, sick leave, disability, layoff, jury duty, military leave and any other paid leaves of absence. However, you will not receive credit for more than 501 Hours of Service for any one period of paid absence.

Plan Year

For purposes of your 401(k) plan, the Plan Year is the same as the calendar year, that is, the 12 month period beginning on January 1 and ending on December 31 each year.

5. May I Make Elective Pre-Tax 401(k) Contributions to the Plan?

When you become a member of the Plan, you must complete the Enrollment Form which includes a payroll reduction agreement with the Company to have part of your Compensation deferred into the Plan on a pre-tax basis. You may choose to defer from 1% to 15% (in even

percentages) or a specified dollar amount of your Compensation for each payroll period. Your Compensation will continue to be deferred by this amount until you decide to change the amount or to stop making contributions altogether. However, the total amount of your deferral may not exceed the annual IRS limit. The IRS's annual limit is \$ 9,240 for the 1994 calendar year, but this amount will likely increase each year depending upon cost of living increases.

Your Compensation for purposes of the pre-tax 401(k) contributions means the total base earnings paid to you by the Company before any deferrals. You may increase or decrease your elective pre-tax 401(k) contributions by completing a new Enrollment Form and payroll reduction agreement and filing it with the Plan Administrator at least 30 days before the effective date of the change. You may make such a change at least once a year and at such other times as allowed by the Plan Administrator.

You may stop making elective pre-tax 401(k) contributions altogether by notifying the Plan Administrator in writing at least 4 business days before the scheduled payroll date you want your contributions to stop. If you stop making pre-tax 401(k) contributions, you may begin again on any following January 1st, April 1st, July 1st or October 1st, or on such other dates as allowed by the Plan Administrator, subject to a waiting period of 3 months. You must file a new Enrollment Form and payroll reduction agreement with the Plan Administrator at least 30 days before the date you wish to resume making contributions.

Your elective pre-tax 401(k) contributions will not be subject to Federal Income Taxes until they are distributed from the Plan. In addition, depending on your state or local tax laws, your pre-tax 401(k) contributions may be excluded from state and local taxes until distributed. However, your elective pre-tax 401(k) contributions will always be subject to Social Security taxes.

Because of legal requirements, elective pre-tax 401(k) contributions can only be made by salary reduction. Supplemental cash payments from other earnings sources are not permitted.

6. Will the Company Make Any Contributions to the Plan?

Matching Company Contributions

Each Plan Year the Board of Directors of Northeast Display, Inc. will review the Company's financial status and vote on whether to make matching contributions from the Company's net profits.

You will receive a share of any Company matching contributions if you have made any elective pre-tax 401(k) contributions during the Plan Year. Any matching contributions made by the Company will be credited to your matching contributions account.

Profit Sharing Contributions

The Company may also make profit sharing contributions to the Plan from its net profits. Each Plan Year the Board of Directors of Northeast Display, Inc. will review the Company's financial

status and vote on the amount of profit to be shared by eligible employees. In years of no profit or very low profit, the Company may be unable to make profit sharing contributions.

Each Plan Year you will receive a share of any profit sharing contributions if:

- You are employed by the Company on the last day of the Plan Year and you have completed at least one Hour of Service during the Plan Year, or, if you are not employed by the Company on the last day of the Plan Year and you have completed 500 or more Hours of Service during the Plan Year.

If you die, retire or become disabled during the Plan Year, you will also be eligible to receive a share of the profit sharing contribution regardless of the number of Hours of Service you completed during the Plan Year.

Your Compensation for purposes of the profit sharing contributions for any Plan Year means the total earnings paid to you by the Company during the calendar year ending with the Plan Year. Any elective pre-tax 401(k) contributions made during such period are included in your compensation for this purpose. Your share of the profit sharing contribution will be allocated in the following manner:

- The contributions will be allocated to you in the same proportion that your Compensation bears to the total Compensation of all members eligible to share in the contribution. The calculation formula also recognizes Social Security contributions made by the Company, and an additional allocation will be made for individual annual compensation amounts that exceed the annual Social Security Taxable Wage Base (this amount was equal to \$ 60,600 for 1994).

7. May I Make Voluntary After-Tax Contributions to the Plan?

You will not be permitted to make voluntary after-tax contributions to the Plan. Only elective pre-tax 401(k) contributions will be allowed.

8. Will the Plan Accept Rollover Contributions?

If the Plan Administrator approves, you may contribute to the Plan any distributions that you have received from other qualified retirement plans within 60 days of receipt. Such a contribution is called a "rollover contribution." You must file an Enrollment Form indicating this desire to the Plan Administrator so that a determination may be made as to whether your contribution meets the legal requirements necessary to place the money as a rollover under this Plan. You will always be 100% vested in the value of your rollover contribution account.

9. What Happens to My Contributions?

All of the contributions go into a Trust Fund or an Annuity Contract that is managed by the Trustees of the Plan. The Trustees hold and invest all contributions and any money earned by the investments on behalf of plan participants.

You decide on how your elective pre-tax 401(k) contributions, Company matching contributions, profit sharing contributions, and any rollover contributions will be invested under the Plan. The Plan Administrator will provide you with information on what individual investment funds are available under the Trust Fund and Annuity Contract. (See the General Information Section at the end of this booklet for the name of the organization that maintains your investments).

10. How Do I Know How Much Is In My Accounts?

You will receive a statement showing the status of your accounts as of the end of each calendar quarter. This statement will be provided shortly after each quarter and will tell you:

- Your elective pre-tax 401(k) contributions made during such period,
- Your share of matching Company contributions for such period,
- Your share of profit sharing Company contributions for such period,
- Your share of any forfeitures for such period,
- Your share of investment results - earnings and losses,
- The current balance in all of your accounts, and
- The value of any rollover contribution accounts.

11. What Are My Benefits at Retirement?

You may retire on your Normal Retirement Date and receive the full balance of your accounts under the Plan. Your benefit will be paid to you according to the methods described in Question 17.

Normal Retirement Date Your Normal Retirement Date is your 65th birthday.

12. What Happens to My Accounts if I Die?

If you die while you are working for the Company, the full balance of your accounts under the Plan will be paid to your beneficiary. (See Question 14 for more information on choosing your

beneficiary). If you die after you have left the Company, the vested balance (see Question 15) of your accounts, if any, will be paid to your beneficiary.

If you die before payments from the Plan have begun, and the vested balance of your accounts is not greater than \$3,500, the death benefit will be paid to your beneficiary in a single lump sum. If the vested balance is greater than \$3,500, the death benefit will be paid as follows:

- If you are married, the automatic 50% spouse's death benefit (see Question 17) will be paid as an annuity over the life of your spouse unless he/she elects a lump sum payment or installment payments. The remaining 50% of your account balance will be paid in a lump sum to your beneficiary, unless he/she elects a life annuity or installment payments. Further, if you have waived the 50% spouse's death benefit (see Question 17) and have named another beneficiary for this death benefit, this portion of your account will also be paid in a lump sum to your beneficiary unless he/she elects a life annuity or installment payments.
- If you are not married, your account balance will be paid in a lump sum to your beneficiary, unless he/she elects a life annuity or installment payments.

13. What Happens if I Become Disabled?

If you become totally and permanently disabled before you reach your Normal Retirement Date, you will receive the full balance of your accounts under the Plan. Your benefit will be paid to you according to the methods described in Question 17.

Total and permanent disability means you are unable to do your job with the Company because of a mental or physical disability which can be expected to result in death or last for a continuous period of at least 12 months. The Plan Administrator will decide if you are disabled based on qualified medical evidence.

14. How Do I Name My Beneficiary?

When you become eligible to join the Plan, you will be asked to name your beneficiary by completing the Beneficiary Designation section of the Enrollment Form. You may name anyone you wish as your beneficiary. However, if you are married, your spouse is automatically entitled to receive a death benefit equal to at least 50% of your account balance. You may name another beneficiary for this portion of your death benefit as long as your spouse consents.

You may change your beneficiary designation at any time by filing a new Enrollment Form with the Plan Administrator. However, if you are married, any change which affects the 50% spouse's benefit must be consented to you by your spouse.

Your spouse's consent to any non-spouse beneficiary designation must be in writing and witnessed by a Plan representative or notary public. The Plan Administrator will provide a Special Beneficiary Designation Form for this purpose.

If you do not name a beneficiary, or if your named beneficiary dies before you or before a complete distribution is made, death benefits will be paid to the following person or persons in this order: (a) your spouse, (b) your natural and adopted children, and children of deceased children by right of representation, (c) your parents, (d) your brothers and sisters, and nephews and nieces who are children of deceased brothers and sisters by right of representation, and (e) your estate.

15. What if I Leave the Company Before I Retire?

If you stop working for the Company before your Normal Retirement Date for any reason other than death or disability, you will be 100% vested in the balance of your elective pre-tax 401(k) contribution account and any rollover accounts. You will also be vested in your matching Company contribution account and your profit sharing Company contribution account based on the following vesting schedule:

<u>Completed Years of Service</u>	<u>Applicable Vesting Percentage</u>
Less than 3	0%
3	20%
4	40%
5	60%
6	80%
7 or more	100%

Any amounts which are forfeited from your Company accounts because you are not fully vested upon termination of employment will be reallocated to the accounts of other participants or will be used to reduce contributions otherwise made to the Plan by the Company. In determining your vested percentage, all Years of Service with Northeast Display, Inc. will be counted including the years prior to 1994 and the start of this Plan. (See Question 4 for additional information on Years of Service).

16. What Is A One Year Break In Service?

A one year break in service occurs if you do not complete more than 500 hours in any Plan Year. However, if you are on a leave of absence approved by the Company, you will not have a break in service during your absence, provided you return to work after the end of your leave of absence.

If you are reemployed before you have 5 or more one year breaks in service you may, within 5 years of your reemployment date, repay the amount of your distribution and have your matching Company contribution account and your profit sharing Company contribution account restored to the extent it was forfeited as a result of the distribution.

For purposes of preventing a one year break in service, if you are absent from work for maternity or paternity reasons, you will be credited with the number of Hours of Service that you would normally have worked during that period, or, where actual hours cannot be determined, 8 Hours of Service for each day of your absence.

However, in no event will you be credited with more than 501 hours. An absence from work for maternity or paternity reasons means you are absent from work because:

- You are pregnant,
- You give birth to a child,
- You adopted a child, or
- You are caring for your child immediately following birth or adoption.

Credit will be given for the Plan Year in which the absence begins or, if not needed to prevent a one year break in service in that year, in the following Plan Year. The Plan Administrator may require you to furnish proof that your absence qualifies as a maternity or paternity absence.

17. How Will Benefits Under the Plan Be Paid?

When you retire or stop working for the Company for any reason, including total and permanent disability, your benefit under the Plan will be paid in the following manner:

- If the amount of your benefit is not greater than \$3,500, your benefit will automatically be paid to you in a lump sum.
- If the amount of your benefit is greater than \$3,500 and you are not married, the distribution will be in the form of a single life annuity unless you elect another form of annuity, a lump sum payment or installment payments.
- If the amount of your benefit is greater than \$3,500 and you are married, your benefit

will automatically be paid in the form of a spouse joint and survivor annuity. Under this form of payment, you will receive a monthly benefit payment for as long as you live. If you die before your spouse, he/she will receive a monthly payment for as long as he/she lives in an amount equal to $\frac{1}{2}$ of the monthly payment you were receiving.

You may waive the spouse joint and survivor annuity form and elect another form of annuity, a lump sum payment or installment payments as long as you have the consent of your spouse.

If the amount of your benefit is less than \$3,500, your benefit will be paid to you as soon as

Your spouse's consent to waive any right to the spouse joint and survivor annuity form must be in writing and witnessed by a Plan representative or a notary public.

administratively possible after you terminate or retire. However, if the amount of your benefit is greater than \$3,500, no benefit will be paid to you until your Normal Retirement Date unless you consent in writing to an earlier payment date.

Your Plan Administrator will provide you with the necessary election forms for payment of

Important Note: If you stop working for the Company before you reach age 59 $\frac{1}{2}$, the IRS may assess a penalty tax on the amount of your distribution in addition to the income tax you would ordinarily pay. For further information on this penalty tax, see your tax advisor.

benefits and will answer any questions you may have.

18. May I Make Withdrawals While I Am Working?

Generally, you will not be allowed to withdraw funds from the Plan prior to termination of employment, disability, or death. However, if you have attained age 59 $\frac{1}{2}$ you will be allowed to withdraw funds from your accounts under the Plan which are 100% vested. Also, loans are available from the Plan as explained in the next section.

Procedure For Making Withdrawal

If you wish to make a withdrawal, you should ask the Plan Administrator for a withdrawal form to complete. You should return the completed form to the Plan Administrator at least 30 days before the withdrawal date. The amount of your withdrawal must be for at least \$ 1,000, or the total vested portion of your accounts, if less.

If you are married and the vested balance of your accounts at the time of withdrawal is greater than \$ 3,500, you must obtain the consent of your spouse to make a withdrawal from any of your accounts.

Your spouse's consent to any withdrawal must be in writing and witnessed by a Plan representative or a notary public.

19. Are Loans Available Under the Plan?

You may apply for a loan from the Plan by filing a written application with the Plan Administrator. The interest you will pay on your loan will be a reasonable rate as determined by the Trustees. Your loan will be secured by your vested account balance. A loan from the Plan can be obtained for the following purposes:

- To purchase, construct or improve your residence or other real estate,
- To pay any medical expense for you or any of your dependents,
- To pay the tuition or other educational expenses for you or any of your dependents,
- To pay funeral expenses of a family member, or
- To purchase a vehicle for personal use.

The repayment schedule of your loan will be as agreed upon by you and the Trustees. However, it cannot be longer than 5 years, unless the purpose of the loan is to purchase a dwelling which within a reasonable time is to be used as your principal residence. Also, the loan must be amortized in level payments made not less frequently than quarterly over the term of the loan. The usual practice will be to make repayments of your 401(k) loan by means of payroll deduction by the Company.

Any loans made to you cannot exceed the lesser of (1) \$50,000 or (2) $\frac{1}{2}$ of the vested portion of your account balance. The amount of your loan must be for at least \$1,000. If you have already received a loan from the Plan and wish to receive another loan, there are additional limits that may apply to your new loan. For information on these limits, please see the Plan Administrator.

If you are married and the amount of your loan is greater than \$3,500, you must obtain the consent of your spouse to receive the loan. Spousal consent must be given 90 days before the loan is made.

If you should die or leave the Company with an outstanding loan balance, it will be deducted

Your spouse's consent to a loan must be in writing and witnessed by a Plan representative or a notary public.

from your accounts before any benefit is paid to you or your beneficiary. For more information on the loan program, please refer to the Loan Procedures Form which is available from the Plan Administrator.

20. May I Purchase Life Insurance Under the Plan?

The Plan does not currently allow you to purchase life insurance under the Plan.

21. What Happens if the Plan Becomes Top-Heavy?

An additional benefit may be provided if the Plan is determined to be "top-heavy." A top-heavy plan is one where more than 60% of the contributions or benefits belong to "Key Employees." Key Employees are generally owners, officers, shareholders or other highly paid employees. Each year the Plan Administrator will determine whether the Plan is top-heavy for that year.

If the Plan becomes top-heavy in any year, the Company may be required to contribute a minimum amount to your accounts under the Plan equal to 3% of your compensation for that year. However, if the highest amount contributed for a Key Employee is less than 3% of earnings, the minimum contribution will not be greater than that amount. Also, the vesting schedule will be improved by one year if the Plan becomes top heavy. (ie., 20% vested after 2 years, . . . , 100% vested after 6 years). The Plan Administrator will notify you if the Plan becomes top-heavy.

22. What Else Do I Need to Know About the Plan?

- You do not have to become a member of the Plan to remain employed by the Company. The Plan does not give you any rights to continued employment or to any benefits except those you earn under the terms of the Plan.**
- For the protection of your interests and those of your dependents, your benefit under the Plan cannot be taken, transferred or assigned. However, if a court order under a state domestic relations law is determined to be a "qualified domestic relations order," some or all of your benefit under the Plan may be paid to someone other than you such as your present spouse or your named beneficiary. See the Plan Administrator if you have any questions relating to domestic relations orders.**

- The IRS places certain limits on the maximum contributions you can make and the Company can make on your behalf. It is not expected that these limits will be exceeded under the Plan. If any of these limits are exceeded, you will be notified.
- If you are a "Highly Compensation Employee", the IRS places additional limits on the amount of your pre-tax 401(k) and matching Company contributions. If these limits are exceeded, your contributions will be reduced and any excess contributions (plus earnings) will be paid to you. However, if you are not vested, any excess matching Company contributions will be forfeited and reallocated to non-highly compensated employees on the basis of their Compensation. You will be notified if it becomes necessary to reduce any of your contributions.
- Because the Plan bases benefits solely on the amount of funds in your accounts, it is not insured by the Pension Benefit Guaranty Corporation (PBGC) which is an agency of the Federal Government.
- The law requires that the Plan, in determining your benefit, only recognize Compensation up to \$ 150,000 in 1994. This limit will be adjusted each year for cost of living increases. This limit will be applied to certain highly compensated employees and their family members who participate in the Plan as if they were a single participant of the Plan. Your Plan Administrator can provide you with more information on this rule.

23. What Is the Procedure for Review of Claims Which Are Denied?

You will automatically receive your benefit from the Plan when you terminate or retire. You will be asked to complete a Benefit Election form for such items such as address, form of payment desired, etc. If you feel that you are not getting the benefit to which you are entitled, you may file a written claim with the Plan Administrator.

The Plan Administrator must rule on every claim that is filed. Within 60 days of the date the Plan Administrator receives your claim, it will be approved or denied. If there are special circumstances, you may receive notice that the decision on your claim will take longer than 60 days. (The Plan Administrator then has an additional 60 days to make a decision).

If your claim is denied, the notice of the claim denial will include:

- The specific reason for denial,
- Specific reference to the Plan provisions on which the denial is based,
- A description of any additional material or information you should present to the Plan Administrator in order to have your claim reviewed, and an explanation of the reason you must submit this information, and

- An explanation of the procedure you must follow if you want to appeal the denial of your claim.

If you do not receive such a written notice within 60 days, you may assume that your claim has been denied and proceed with the review procedures for denied claims as described below.

If your claim for benefits under the Plan is denied, you may make a written request for a review of your claim within 60 days after you receive notice of the denial. This request must be sent to the Plan Administrator.

You may also review the Plan documents and submit issues and comments in writing. You have the right to be represented by an attorney or other representative of your choice. You may also request that the review be in the nature of a hearing.

The Plan Administrator must inform you of its decision not later than 60 days after receiving your request for a review. This 60 day period may be extended for an additional 60 days if there are special circumstances, such as the need for a hearing. The decision on the review will be in writing and include reasons for the decision, as well as specific references to the Plan provisions on which the denial is based.

24. What Happens if the Plan Terminates?

The Company intends to maintain the Plan indefinitely. However, it is always possible that something could happen that would make it necessary for the Company to terminate the Plan. If this happens, you and all other members will automatically become fully vested in the total balance in your accounts under the Plan.

25. What Are My Rights Under ERISA?

You are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan members shall be entitled to:

- Examine without charge at the Company all Plan documents and copies of all documents filed by the Plan Administrator with the U.S. Department of Labor, such as annual reports and Plan descriptions.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each member with a copy of this Summary Annual Report once each year.

- Obtain a statement of the total balances in your accounts and what your benefit would be if you stopped working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to have a right to a benefit. This statement must be requested in writing and is not required to be given more than once a year. The Plan Administrator must provide the statement free of charge.

In addition to creating rights for Plan members, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan members and beneficiaries.

No one, including your employer, may fire you or discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan Administrator and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials were not sent because of reason beyond the control of the Plan Administrator.

If you have a claim for a benefit which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees.

If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

GENERAL INFORMATION

Name of Plan: Northeast Display, Inc. 401(k) Savings and Investment Plan

Name and Address of Plan Sponsor:

Northeast Display, Inc.
1075 Southbridge Street
Worcester, MA 01610

Name and Address of Plan Administrator:

Northeast Display, Inc.
1075 Southbridge Street
Worcester, MA 01610

Agent for Service of Legal Process:

The agent for service of legal process is the Company.
Service of legal process may also be made upon a Plan Trustee.

Names and Address of Trustees:

Brian Anger
William P. Utley
Northeast Display, Inc.
1075 Southbridge Street
Worcester, MA 01610

Plan Number:

001

Type of Plan:

Defined Contribution - 401(k) Profit Sharing Plan

Type of Plan Administration:

The Plan is self-administered by the Company.

Employer Identification Number:

04-2850621

Plan Year:

January 1 through December 31

Ending Date of Employer's Fiscal Year:

December 31

Organization Maintaining Plan Investments:

Manulife Financial, Boston, MA 02210

Although this booklet serves as a brief summary of the Plan, the final interpretation of the Plan and benefits provided are governed by the legal Plan document.